

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE

TWIN K CONSTRUCTION, INC.,)	
)	
Plaintiff/Counter-Defendant,)	
)	
v.)	No.: 3:21-CV-74-DCP
)	
UMA GEOTECHNICAL CONSTRUCTION,)	
INC.,)	
)	
Defendant/Counter-Plaintiff,)	
)	
and)	
)	
CLAY BRIGHT, COMMISSIONER OF THE)	
TENNESSEE DEPARTMENT OF)	
TRANSPORTATION,)	
)	
Nominal Defendant.)	

FINAL JUDGMENT

This case is before the undersigned pursuant to 28 U.S.C. § 636(c), Rule 73(b) of the Federal Rules of Civil Procedure, and the consent of the parties, for all further proceedings, including entry of judgment [Doc. 20].

For the reasons provided in the Court’s Memorandum Opinion [Doc. 96], the Court enters JUDGMENT IN FAVOR of UMA Geotechnical Construction, Inc., (“UMA”) on its claim pursuant to the Tennessee Prompt Pay Act in the amount of \$210,900.00.¹

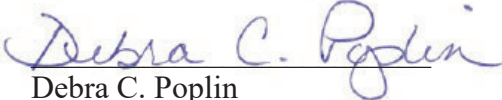
For the reasons provided in the Court’s Memorandum Opinion, [Doc. 97], the Court enters JUDGMENT IN FAVOR of Twin K Construction, Inc., (“Twin K”) on UMA’s claims of breach of good faith and fair dealing (Count II), unjust enrichment (Count III), and the request for

¹ The Court arrives at this calculation as follows: 703 days x \$300 = \$210,900.00. *See* Tenn. Code § 66-34-104(c).

injunctive relief. The Court further finds Twin K's motion for directed verdict for bad faith under the Tennessee Prompt Pay Act (Count IV) is **DENIED AS MOOT** as UMA conceded that it is not entitled its attorney's fees in this matter and the question of bad faith is no longer relevant.

IT IS SO ORDERED.

ENTER:


Debra C. Poplin
United States Magistrate Judge

ENTERED AS A JUDGMENT
s/ LeAnna R. Wilson
CLERK OF COURT